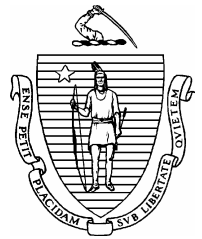




Commonwealth of Massachusetts State Ethics Commission

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SUFFOLK, ss

COMMISSION ADJUDICATORY
DOCKET NO. 06-0017

IN THE MATTER
OF
SCOTT TRANT

DISPOSITION AGREEMENT

The State Ethics Commission and Scott Trant enter into this Disposition Agreement pursuant to Section 5 of the Commission's *Enforcement Procedures*. This Agreement constitutes a consented-to final order enforceable in the Superior Court, pursuant to G.L. c. 268B, § 4(j).

On June 8, 2006, the Commission initiated, pursuant to G.L. c. 268B, § 4(a), a preliminary inquiry into possible violations of the conflict of interest law, G.L. c. 268A, by Trant. The Commission concluded its inquiry and, on July 25, 2006, found reasonable cause to believe that Trant violated G.L. c. 268A.

The Commission and Trant now agree to the following findings of fact and conclusions of law.

Findings of Fact

1. At all times relevant, Trant was a Somerville Police Department (SPD) officer.
2. On February 9, 2005, Trant was in uniform and assigned to the SPD station-desk post. An Everett resident ("Resident") came into the station seeking assistance regarding her Ex-husband ("Ex-husband"). Trant as the police officer on duty received and evaluated the information provided by the Resident.
3. The Resident told Trant that her Ex-husband was living in an illegal apartment in the basement of a three-story, two-family house at 21 Vernon Street in Somerville. The Resident also informed Trant that there were lawful tenants on the first floor of the property. The house was in dilapidated condition and had been cited for code violations. Essentially a squatter on the property, the Ex-husband had deeded the house, as part of a divorce settlement, to a trust. The beneficiaries of the trust were the Resident and her daughter and son.
4. As part of a January 2004 agreement with the Somerville Inspectional Services Division (ISD), the Resident agreed to have the Ex-husband removed from the property and to correct any code violations. (The Resident had previously obtained a restraining order against the Ex-husband.)
5. While at the station, the Resident told Trant of her Ex-husband's apparent refusal to leave 21 Vernon Street. The Resident told Trant about her Ex-husband's behavior and questionable mental state, his medications, some of his treatment history and numerous other

details relative to the home and her Ex-husband's mental capacity. The Resident explained that her Ex-husband was not capable of living on his own and that he needed medical treatment. The Resident also told Trant that she had considered selling the 21 Vernon Street property, was represented by counsel for the sale of this property and had already rejected an offer of \$100,000. Trant in response told the Resident that he wanted to purchase the property. According to the Resident, Trant offered approximately \$200,000 to purchase 21 Vernon Street, a price significantly less than the assessed value. According to Trant, he did not make an offer of a specific amount at that time. According to Trant, he was unaware of the assessed value of the property at the time of the intake.

6. Somerville assessment records show that 21 Vernon Street had an assessed value of \$438,700 at the time.

7. Upon concluding his conversation with the Resident, Trant attempted to phone the ISD from the police station to gain more information about the City's action against the Resident. Then, at around 1:30 p.m. on that same day, February 9, 2005, Trant placed a call from the police station to the psychiatric unit of Cambridge Hospital and told the hospital operator that he was "calling for information about getting somebody committed." Trant ended up speaking for over twenty minutes with a staff psychologist and informed her of the Resident's concerns about her Ex-husband. The staff psychologist requested that Trant do a welfare check on the Ex-husband. Later that day, Trant, while on duty and in uniform, went to 21 Vernon Street in a police vehicle and checked on the well-being of the Ex-husband. Police refer to these visits as "welfare checks."

8. On February 10, 2005, Trant while on duty reported to Cambridge Hospital personnel about the welfare check. The staff psychologist was unavailable; therefore, Trant spoke to her associate. Trant relayed his assessment of the Ex-husband's condition. Trant was informed by Cambridge Hospital that based on these observations no action would be taken at this time regarding the Ex-husband.

9. On February 11, 2005, Cambridge Hospital sent an outreach team, which included a physician, to observe the Ex-husband. The Ex-husband was involuntarily committed to a psychiatric facility pursuant to G.L. c. 123, § 12.

10. The following Monday, February 14, 2005, Trant as a police officer received a phone call from a case worker at Cambridge Hospital. She told him that the Ex-husband had been picked up over the weekend, and she wanted to know Trant's observations during the welfare check. Trant provided information to the Cambridge Hospital case worker. Trant also spoke with the Ex-husband's case worker at the department of mental health about a possible placement in supervised housing for the Ex-husband. The Ex-husband was released that Monday from Cambridge Hospital.

11. On February 23, 2005, Trant phoned the Resident at home and again offered \$200,000 for the house at 21 Vernon Street. At this time tenants were still residing in the first floor apartment and the Ex-husband was still residing in the illegal basement apartment of the property.

12. Trant had his attorney draw up a standard purchase-and-sale agreement for the purchase of 21 Vernon Street. Trant gave the purchase-and-sale agreement to the Resident at her home and the Resident signed it. The Resident was represented by counsel for the proposed purchase of the property but counsel was not present when the Resident signed the purchase-and-sale agreement.

13. At or about this time, the SPD opened a formal investigation into Trant's conduct regarding this matter.

14. Shortly thereafter, the Resident's attorney contacted Trant's attorney stating that the Resident now believed that she could get \$400,000 for the property. In response to the Resident's new counter-offer Trant increased his offer to purchase the property to \$300,000.

15. Ultimately, the property transaction did not occur. Trant requested the Resident pay \$600 for his (Trant's) legal fees. The Resident gave Trant the money.

Law

16. As a Somerville police officer, Trant was a municipal employee as defined by G.L. c. 268A, § 1(g).

17. Section 23(b)(2) of G.L. c. 268A prohibits a municipal employee from, knowingly or with reason to know, using or attempting to use his official position to secure for himself or others unwarranted privileges or exemptions of substantial value not properly available to similarly situated individuals.

18. The ability to purchase property faster and/or at a reduced price is a privilege.

19. The privilege was unwarranted as Trant attempted to facilitate his private purchase of 21 Vernon Street in a quicker time frame and/or at a reduced price by using or attempting to use his police powers and/or position as a police officer.

20. Trant used or attempted to use his police officer position to secure this privilege by taking the following actions as a police officer:

- (a) on February, 9, 2005, while on duty and in uniform discussing and making an offer to purchase 21 Vernon Street from the Resident that had come to the police department seeking police assistance;
- (b) by subsequently making additional attempts/offers to purchase the property from the Resident;
- (c) on February, 9, 2005, contacting the Cambridge Hospital regarding the possibility of having the Ex-husband who was living at 21 Vernon Street committed;
- (d) on February 9, 2005, conducting a welfare check at 21 Vernon Street concerning the Ex-husband;
- (e) on February 10, 2005, reporting to Cambridge Hospital personnel about the welfare check and providing his assessment of the Ex-husband's condition;
- (f) on February 14, 2005, reporting to Cambridge Hospital personnel observations of the Ex-husband he made during the welfare check; and

- (g) speaking with the Ex-husband's case worker at the department of mental health about possible placement in supervised housing for the Ex-husband.

21. The attempted purchase was of substantial value as Trant attempted to have it done in a shorter time period and/or at a price significantly below the fair market value.

22. This unwarranted privilege was not otherwise properly available to similarly situated people attempting to purchase property.

23. Therefore, Trant repeatedly violated § 23(b) (2), by as described above, knowingly or with reason to know, using or attempting to use his official police officer position to secure for himself unwarranted privileges of substantial value not properly available to similarly situated individuals.

Resolution

In view of the foregoing violations of G.L. c. 268A by Trant, the Commission has determined that the public interest would be served by the disposition of this matter without further enforcement proceedings, on the basis of the following terms and conditions agreed to by Trant:

- (1) that Trant pay to the Commission the sum of \$10,000 as a civil penalty for repeatedly violating G.L. c. 268A as noted above;
- (2) Trant waive all rights to contest the findings of fact, conclusions of law and terms and conditions contained in this Agreement in this or any other related administrative or judicial proceedings to which the Commission is or may be a party;
- (3) Trant has volunteered to attend a State Ethics Commission seminar concerning G.L. c. 268A in order to better understand his duties and responsibilities under the statute as a police officer; and
- (4) Trant has volunteered to reimburse the Resident \$600 that she paid for his legal fees relevant to the above.

DATE: December 19, 2006